

1 Lawrence C. Locker, WSBA #15819
2 Jessica L. Goldman, WSBA #21856
3 Molly A. Terwilliger, WSBA #28449
4 Denise Ashbaugh, WSBA #28512
5 SUMMIT LAW GROUP PLLC
6 315 Fifth Avenue S, Suite 1000
7 Seattle, Washington 98104-2682
8 Telephone: (206) 676-7000
9 Facsimile: (206) 676-7001

10 *Attorneys for Plaintiff*

The Honorable Edward F. Shea

11 IN THE UNITED STATES DISTRICT COURT
12 FOR THE EASTERN DISTRICT OF WASHINGTON

13 TOFIGH TAHVILI,

14 Plaintiff,

15 v.

16 AVIVA LIFE AND ANNUITY
17 COMPANY,

18 Defendant.

CASE NO. C12-05162-EFS

19 **STIPULATED PROTECTIVE
20 ORDER REGARDING
21 CONFIDENTIALITY AND
22 RETURN OF DOCUMENTS**

23 The parties hereto stipulate and agree to the following terms regarding the
24 production of documents by Plaintiff Tofigh Tahvili ("Tahvili") and Defendant
25 Aviva Life and Annuity Company ("Aviva") (together, "the Parties") in this case:

1. This Stipulated Protective Order (the "Protective Order") shall be
applicable to all discovery furnished by the Parties in the above-captioned action
(the "Action").

1 2. Pursuant to this Protective Order, the Parties may designate any
2 document as "Confidential" under this Stipulation if a Party or its counsel in good
3 faith believe that the designated restriction is appropriate under Federal Rule of
4 Civil Procedure 26(c) because the document contains or reflects (1) financial
5 information or data or other personally identifiable information about Aviva's
6 producers or customers; or (2) financial information or other personally identifiable
7 information about Tahvili.
8

9 3. Any documents to be designated as "Confidential" may be so
10 designated by stamping the documents with the legend "Confidential" prior to their
11 production, and by an accompanying written directive clearly describing the
12 documents to be treated as "Confidential." Stamping such a legend on the cover of
13 any multi-page document shall so designate all pages of such document, unless
14 otherwise indicated by the designating Party. The Parties may designate any portion
15 of any deposition transcript as "Confidential" by serving line-by-line designations
16 on all parties indicating the information that is to be afforded "Confidential"
17 treatment. The term "document" as used throughout this Stipulation includes any
18 deposition transcript.
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21 4. The production by the Parties of any "Confidential" documents or
22 information during discovery in the Action without a "Confidential" designation
23 shall be without prejudice to any claim that such material should be treated as
24
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1 “Confidential” and the designating Party shall not be held to have waived any
2 rights by such production or disclosure. In the event that such production occurs,
3 counsel for the designating Party may redesignate the appropriate level of
4 confidentiality which shall thereafter apply to such documents subject to the terms
5 of this Stipulation and Order.
6

7 5. In the event that any party objects to the designation of any documents
8 as “Confidential,” that party may serve written notice on all parties specifying
9 which documents are improperly designated. During the fourteen (14) day period
10 following service of such a notice, the parties shall confer in an effort to resolve
11 the objection(s). If the dispute is not resolved, the objecting party may thereafter
12 file an appropriate motion to resolve whether the documents should be treated as
13 “Confidential.” The specified documents shall continue to be treated as originally
14 designated pending resolution of the dispute by the Court.
15
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17 6. Documents designated as “Confidential” (and any information
18 contained therein or derived therefrom) may be disclosed or made available by the
19 receiving party only to the following:
20

- 21 a. The Court (including the Court’s administrative and
clerical staff), provided that they are filed under seal;
- 22 b. Attorneys of record in the Action, as well as the
23 paralegals, clerical, and secretarial staff employed by
24 such attorneys;
25

- 1 c. The parties as well as those officers, directors, in-house
2 attorneys, or employees of the parties who are actively
3 involved in the Action or who are otherwise necessary to
4 aid counsel in the Action;
- 5 d. Court reporters transcribing depositions in the Action;
- 6 e. Any deposition, trial, or hearing witness in the Action
7 who previously has had access to the specified
8 documents or who has otherwise acted as an agent,
9 employee, consultant, or advisor to the party that
10 produced the documents, materials, or information;
- 11 f. "Expert Witnesses and Consultants," which shall be
12 defined to mean a person who has been retained by one
13 of the parties in good faith to serve as an expert witness
14 or consultant (whether or not retained to testify at trial) in
15 connection with this Action, including any persons
16 working directly under the supervision of any such
17 Expert Witnesses or Consultants, provided that prior to
18 the disclosure of documents designated as "Confidential"
19 to any Expert Witnesses or Consultants, the party making
20 the disclosure shall deliver a copy of this Stipulation to
21 such person, shall explain its terms to such person, and
22 shall secure the signature of such person on the form
23 attached hereto as Exhibit A;
- 24 g. Persons or entities serving subpoenas, including
25 governmental law enforcement agencies and other
governmental bodies, provided that the subpoenaed party
gives counsel for the designating party written notice of
such subpoena within five (5) business days after service
of the subpoena but not less than five (5) business days
prior to the production of documents in response thereto;
- h. To the extent not otherwise permitted by paragraph 6(e)
above, any deposition, trial, or hearing witness in the
Action who executes the form attached hereto as Exhibit
A; and

- 1 i. Any other persons to whom the parties all agree in
2 writing and who executes the form attached hereto as
3 Exhibit A.

4 7. Documents designated as "Confidential," and information contained
5 therein or derived therefrom, shall not be disclosed to any person except in
6 accordance with this Stipulation and Order, and shall be used by the persons
7 receiving them only for the purposes of preparing for, conducting, and/or
8 participating in the conduct of the Action, and not for any business, personal, or
9 other purpose whatsoever.

11 8. Upon a final judgment or settlement of the Action, and after the time
12 for any and all appeals has expired (the "Trigger Date"), the parties, their counsel,
13 their expert witnesses and/or consultants, and all parties who have signed Exhibit
14 A and have been given documents produced in the litigation, shall no later than
15 sixty days after the Trigger Date return to the designating Party's counsel all
16 "Confidential" documents produced by the Parties in the litigation, and all copies
17 thereof, or produce a sworn statement, under penalty of perjury, that such
18 documents and all copies thereof have been destroyed. At the same time, counsel
19 shall exchange copies of each statement in the forms attached hereto as Exhibit B
20 that were signed pursuant to paragraph 5 of this Stipulation.

1 9. This Stipulation and Order may be amended or modified only by the
2 Court or by a written agreement of the parties hereto.

3 **APPROVED AS TO FORM AND CONTENT:**

4 **ATTORNEYS FOR PLAINTIFF**
5 **SUMMIT LAW GROUP PLLC**

6 s/ Lawrence C. Locker
7 Lawrence C. Locker, WSBA #15819

8 s/ Jessica L. Goldman
9 Jessica L. Goldman, WSBA #21856

10 s/ Molly A. Terwilliger
11 Molly A. Terwilliger, WSBA #28449

12 s/ Denise L. Ashbaugh
13 Denise L. Ashbaugh, WSBA #28512
14 315 Fifth Avenue South, Suite 1000
15 Seattle, WA 98104-2682
16 Telephone: (206) 676-7000
17 Facsimile: (206) 676-7001
18 larryl@summitlaw.com
19 jessicag@summitlaw.com
20 mollyt@summitlaw.com
21 denisea@summitlaw.com

22 **ATTORNEYS FOR DEFENDANT**
23 **HALVERSON | NORTHWEST LAW GROUP P.C.**

24 s/ J. Jay Carroll
25 J. Jay Carroll, WSBA No. 17424

s/ James S. Elliott
James S. Elliott, WSBA No. 28420

1 405 East Lincoln Avenue
2 P.O. Box 22550
3 Yakima, WA 98907
4 Telephone: (509) 248-6030
5 Facsimile: (509) 453-6880
6 Email: jcarroll@halversonNW.com
7 Email: jelliott@halversonNW.com

8 John T. Clendenin
9 Jess W. Vilsack
10 *Pro Hac Vice*
11 NYEMASTER GOOD, P.C.
12 700 Walnut Street, Suite 1600
13 Des Moines, IA 50309
14 Telephone: (515) 283-3138
15 Facsimile: (515) 283-8045

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SO ORDERED this 12th day of ~~February~~ ^{March}, 2013.

s/ Edward F. Shea

THE HONORABLE EDWARD F. SHEA
UNITED STATES DISTRICT JUDGE

EXHIBIT A

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2
3 1. I, _____,
4 residing at _____, have
5 read the foregoing Stipulated Protective Order Regarding Confidentiality and
6 Return of Documents (the "Stipulation") in the action captioned *Tahvili v. Aviva*
7 *Life & Annuity Co.*, CV-12-05162-EFS. I agree to be bound by its terms with
8 respect to any documents designated as "Confidential" thereunder that are
9 furnished to me as set forth in the Order. I further agree to return or destroy any
10 documents produced by the opposing party according to the terms of paragraph 8
11 thereof.

12
13 2. I hereby consent to the jurisdiction of the Court in which the case is
14 pending with respect to any proceedings to enforce the terms of the Stipulation
15 against me.

16
17 3. I hereby agree that any documents designated as "Confidential" that
18 are furnished to me will be used by me only for the purposes of the Action, and for
19 no other purpose, and will not be used by me in any business affairs of my
20 employer or of my own; nor will the information contained therein be imparted by
21 me to any other person. At the conclusion of this Action, I agree to return any
22 "Confidential" documents in my possession, including any copies thereof, and
23 agree to certify that I have done so. See Exhibit B.

24
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27
Date _____

Signature _____

EXHIBIT B

1
2
3 1. I, _____,
4 residing at _____, hereby
5 certify under penalty of perjury that I have returned all Confidential documents,
6 and all copies thereof, in my possession.
7

8 _____
Date

Signature